

## **Indemnification Agreement**

IT IS MUTUALLY AGREED upon by both parties as follows:

Tenant shall abide by all House Boat Rules of the Oregon Yacht Club, a copy of which is available online at [OregonYachtClub.com](http://OregonYachtClub.com).

Tenant shall indemnify, defend and hold harmless Oregon Yacht Club Ltd, its Directors, Officers, Shareholders and their heirs or assigns and Landlord ...from all liability or claims of liability of any nature whatsoever OYC or Landlord ...or tenant may incur arising out of residence of tender of Slip .. or use of the common property of the OYC moorage and/or Landlord's property. This indemnification includes any attorney fees and litigation costs OYC and/or landlord incurs to defend against any such claims of liability. This indemnification includes all claims of liability from landlord's family members or any third party not otherwise a part of this agreement.

Tenant agrees to assume all risks of any nature whatsoever to the property, or to landlord personally that may arise out of use of the Oregon Yacht Club Ltd common moorage property. Tenant waives or releases in advance any future claims of liability of any nature whatsoever to OYC or to landlord and/or guests that may arise our of tenant's use of the Oregon Yacht Club, Ltd common moorage property or landlord's residence at Slip .., back tender.

Tenant shall not violate any city ordinance or state law in or about the premises. Tenant shall refrain from any activity which would make it impossible to insure the premises against casualty or which would increase the insurance monthly premium rate. Tenant agrees to keep all areas of the premises clean, sanitary, and free from any accumulation of debris, filth, rubbish, and garbage and to dispose of the same in a proper and efficient manner. Tenant shall not store flammable or hazardous materials upon the premises.

Tenant is responsible for all damages of premises caused by negligence by Tenant, guests or children. Tenant shall immediately report leaky or defective faucets or toilets. Any costs incurred for damage caused by stoppage of waste pipes or overflow of bathtubs, toilets or wash basins, as a result of Tenant's negligence shall be the responsibility of Tenant. Upon the termination of this tenancy, Tenant shall surrender the premises to Landlord in as good condition as when received, ordinary wear Tenant assumes all liability for, and agrees to hold Landlord harmless from, all damages and costs resulting

through the negligence or willful acts of Tenant or Tenant's guests in or upon any part of the premises. Tenant shall be responsible for any damage or breakage to Owner's or Tenant's equipment, fixtures or appliances in or upon the premises not caused by Owner's misconduct or willful neglect.

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A photocopy of this agreement shall be binding as the original.

This agreement executed this day of .....

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Owner

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Tenant